

**Seventh Amendment to the Agreement
Between
AT&T Communications of the South Central States, LLC
and
BellSouth Telecommunications, Inc.
Kentucky
Dated July 20, 2001**

Pursuant to this Amendment, (the "Amendment"), AT&T Communications of the South Central States, LLC (AT&T), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated July 20, 2001, ("Agreement") to be effective on the date of the last signature executing the Amendment.

WHEREAS, BellSouth and AT&T entered into the Agreement on July 20, 2001, and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The parties agree to add the following provision to Attachment 2, Section 6.6 and the associated rates as set forth in Exhibit 1 of this Amendment, attached hereto and incorporated herein by this reference.

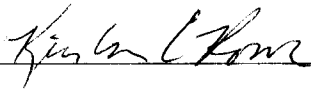
6.6.2 Where AT&T utilizes portions of the BellSouth network in originating or terminating traffic, the Tandem Switching rates are applied in call scenarios where the Tandem Switching Network Element has been utilized. Because switch recordings cannot accurately indicate on a per call basis when the Tandem Switching Network Element has been utilized for a BellSouth transported interoffice call originating from a UNE port and terminating to a BellSouth, Independent Company or Facility-Based CLEC office, BellSouth has developed, based upon trunk studies, a melded rate that takes into account the average percentage of calls that utilize Tandem Switching in these scenarios. BellSouth shall apply the melded Tandem Switching rate for every call in these scenarios. The melded Tandem Switching charge shall be displayed on BellSouth's standard UNE bill in the Unbundled Transport Tandem Switching and Trunk Port section under Undetermined Routing – Originating for both Local and Access. BellSouth shall utilize the melded Tandem Switching Rate until BellSouth has the capability to measure actual Tandem Switch usage in each call scenario specifically mentioned above, at which point the rate for the actual Tandem Switch usage shall apply. The UNE Call Flows set forth on BellSouth's website, as of the effective date of this amendment illustrate when the full or melded Tandem Switching rates apply for specific UNE-P call scenarios.

2. The Parties acknowledge and agree that neither Party is waiving, and each Party hereby expressly reserves any rights it may have to submit any argument, in any federal or state regulatory proceeding in support of, or in opposition to, any position regarding the melded Tandem Switching rate.
3. All of the other provisions of the Agreement, dated July 20, 2001, shall remain in full force and effect.
4. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.


General Terms and Conditions
Signature Page

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

BellSouth Telecommunications, Inc.

By: 
Name: Kristen E. Rowe
Title: Director
Date: 6/30/04

**AT&T Communications of the South
Central States, Inc.**

By: 
Name: Bill C. Peacock
Director – Local Services &
Title: Access Management
Date: 6-23-04

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